

5/13/11 10:30:59
DK P BK 144 PG 491
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Requested by and
after recording return to:

Return To: First American Title Insurance Company
2001 Airport Road, Suite 301, Flowood, MS 39232
601-366-1222

This instrument prepared by:

FIGRYANH LLC
Attn: Drawbridge Special Opportunities Fund
1345 Avenue of the Americas, 46th Floor
New York, New York 10105
Telephone: (972) 532-4341

Indexing Instructions: Lot 5, Revised Plat of Sutton Place Planned Unit Development, Plat
Book 46, Page 17, Section 26, T-1-S, R-8-W, DeSoto County, MS

STATE OF MISSISSIPPI

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COUNTY OF DESOTO

**NOTICE OF TERMINATION
OF MEMORANDUM OF LEASE
(Unit 324, [Horn Lake, MS])**

THIS NOTICE OF TERMINATION OF MEMORANDUM OF LEASE is dated as of April
29, 2011 and executed by FIGRYANH LLC individually and on behalf of FIGRYANH-1 LLC,
FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC,
FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC,
FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13 LLC,

LAI 2070749

Notice of Termination of
Memorandum of Lease
Ryan's Store #324 (Horn Lake, MS)

FIGRYANH-14 LLC, FIGRYANH-15 LLC, FIGRYANH-16 LLC, whose address is Attn: Drawbridge Special Opportunities Fund 1345 Avenue of the Americas, 46th Floor, New York, New York 10105, Telephone: (972) 532-4341 (collectively, "Landlord") and FIRE MOUNTAIN RESTAURANTS, LLC, an Ohio limited liability company, whose address is 1020 Discovery Road, Suite 100, Eagan, Minnesota 55121, Attention: Mike Andrews, CEO, Telephone: (651) 365-2626 ("Tenant").

Recitals

A. On November 1, 2006 FIGRYANH LLC, FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC, FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13 LLC, FIGRYANH-14 LLC, FIGRYANH-15 LLC, FIGRYANH-16 LLC, each a Delaware limited liability company (collectively, "Landlord") and FIRE MOUNTAIN RESTAURANTS, LLC, an Ohio limited liability company ("Tenant"), HOMETOWN BUFFET, INC., a Minnesota Corporation, and OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company entered into a Master Land and Building Lease ("Lease") pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain real property in the City of Horn Lake, County of Desoto, State of Mississippi, more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Property").

B. Landlord and Tenant entered into that certain Memorandum of Lease dated as of November 1, 2006 and recorded on November 22, 2006 in Book 117, Page 318 in the Official Records of Desoto County (the "Memorandum of Lease").

Notice

NOW, THEREFORE, this Notice of Termination of Memorandum of Lease is hereby executed by Landlord and Tenant confirming that the Lease has been terminated with respect to the Property and is of no further force or effect with respect to the Property and that the Memorandum of Lease is hereby terminated and of no further force or effect.

[signature pages follow]

“LANDLORD”

FIGRYANH LLC,
a Delaware limited liability company
individually and on behalf of
FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3
LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC,
FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8
LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC,
FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-
13 LLC, FIGRYANH-14 LLC, FIGRYANH-15 LLC, and
FIGRYANH-16 LLC, each a Delaware limited liability
company, as its ~~sole member~~

By:

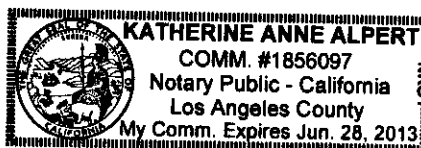
Name: Joshua Pack
Title: Vice President

STATE OF CALIFORNIA)
SS.
COUNTY OF LOS ANGELES)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of April, 2011, within my jurisdiction, the within named Joshua Pack who acknowledged to me that he is Vice President of FIGRYANH LLC, a Delaware limited liability company for itself, and on behalf of FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC, FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13 LLC, FIGRYANH-14 LLC, FIGRYANH-15 LLC, and FIGRYANH-16 LLC, each a Delaware limited liability company, as sole member of and on behalf of the said limited liability companies, and as the act and deed of each of said limited liability companies, he executed the above and foregoing instrument, after first having been duly authorized by each of said limited liability companies so to do.

James H. Smith (NOTARY PUBLIC)

My commission expires: JUNE 28, 2013
(Affix official seal, if applicable)



Ryan's Store #324 (Horn Lake, MS)
Notice of Termination of Memorandum of Lease
LA 2070749

EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY IN SUTTON PLACE PLANNED UNIT DEVELOPMENT, PART OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, HORN LAKE, DESOTO COUNTY, MISSISSIPPI:

Being all of Lot 5 of revised plat of Sutton Place Planned Unit Development as now recorded in Plat Book 46, Page 17 at the Chancery Clerk's Office in DeSoto County, Mississippi, in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road - Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to the Point of Beginning, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point being a found iron pin lying 80.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 66.51 feet to a point; thence N 00°13'27" W, a distance of 315.62 feet to a point; thence N 89°16'35" E, a distance of 305.04 feet to a point, said point being West line of the Roberson property as recorded in Book 135, Page 385 at said Clerk's office; thence S 00°38'38" E along the West line said Roberson property, a distance of 320.61 feet to the point of beginning and containing 98,010 square feet or 2.25 acres.

Together with a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

EASEMENT #1:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 303; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point lying 60.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 199.45 feet North to a found iron pin, said pin being 75.00 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a measured distance of 7.06 feet (called 7.50 feet) to a found iron pin, said pin being the Southeast corner of the open area of said subdivision; thence N 00°13'27" W along the East line of the open area, a measured distance of 200.01 feet (called 200.00 feet) to a point, said point being the South line of Lot 7 of said planned unit development thence S 89°16'35" W along the South line of Lot 7, a distance of 20.97 feet to the point of beginning, said point lying on the East line of Street 1 (75 foot right-of-way); thence along the East line of Street 1 with a curve to the right, having a 394.14 foot radius, an arc distance of 31.46 feet (chord N 16°45'54" E 31.45 feet) to a point; thence N 89°16'35" E, a distance of 19.71 feet to a point; thence S 86°24'38" E, a distance of 132.07 feet to a point; thence S 00°13'27" E, a distance of 30.07 feet to a point, said point being the North line of Lot 4 of the said planned unit development; thence N 86°24'38" W along the North line of Lot 4, a distance of 132.94 feet to a point; thence S 89°16'35" W continuing along the North line of Lot 4 and the North line of open area, a distance of 28.03 feet to the point of beginning and containing 4,200 square feet or 0.096 acres.

Party of the first part reserves for itself, its successors, assigns, and tenants, a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

EASEMENT #2:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a distance of 27.17 feet to the point of the beginning, said point lying 60.0 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a distance of 30.00 feet to a point; thence N 00°38'38" W, a distance of 320.61 feet to a point; thence N 89°16'35" E, a distance of 30.00 feet to a point; thence S 00°38'38" E, a distance of 320.61 feet to the point of beginning and containing 9,618 square feet or 0.221 acres.